



00-SP-30-0031
RESERVED FOR THE 8(A) PROGRAM
COMMERCIAL ITEM ACQUISITION

Janitorial Services

Hoover Dam Visitor Facilities and Administrative Offices

Boulder Canyon Project Arizona - Nevada

Lower Colorado Regional Office
Boulder City, Nevada



United States Department of the Interior
Bureau of Reclamation

www.lc.usbr.gov/~g3100

2001

PREFACE

Proposal Submission Instructions

- (A) Offerors are cautioned to carefully review the proposal submission instructions contained in provision 52.212-1, Instructions to Offerors--Commercial Items, and in Part 4 of this solicitation. Failure to comply with these instructions may result in an offer receiving low evaluation scores.
- (B) Submit 4 sets of the Technical Proposal (1 original + 3 copies) and 2 sets of the Price Proposal and Other Information (1 original + 1 copy).

Proposal Contents

- (C) Your complete proposal package should include, as a minimum, the following information:

Technical Proposal (Volume I)	
1.	Address the following evaluation factors [details listed on pages 4-1 through 4-3]:
	Offeror's Technical and Managerial Approach to the Work
	Offeror's Background and Experience with Similar Projects
	Past Performance
Price Proposal and Other Information (Volume II)	
1.	Standard Form (SF) 1449 [pages 1-1 and 1-2]
2.	Schedule of Services [pages 1-3 through 1-7]
3.	Completed Performance Requirements Summary (PRS) [Technical Exhibit 4]
4.	Completed provision 52.212-3, Offeror Representations and Certifications [paragraph 3, on pages 4-4 through 4-11]
5.	Acknowledgment of any Amendments issued

Site Visit

- (D) An organized Site Visit will be held on Monday, February 5, 2001 at 9:00 a.m. PST. All attendees should meet at the Exhibit Building at Hoover Dam. Attendance at the site visit is not mandatory, but highly recommended. All interested offerors are encouraged to attend. No other site visits will be held.

We request that offerors who will be attending the site visit RSVP the following person by any one of the following ways:

Contact:	Glenda Vernon
Telephone No.:	(702) 293-8128 or -8849
Fax No.:	(702) 293-8297
E-mail:	gvernon@lc.usbr.gov

CONTENTS

Preface

Proposal Submission Instructions	i
Proposal Contents	i
Site Visit	i

Part 1 - Standard Form 1449

Solicitation/Contract/Order for Commercial Items	1-1
Continuation of Blocks from SF-1449	
1. Blocks 19 through 24: Schedule of Services	1-3
2. Performance Period Under the Preceding Schedules	1-7

Part 2 - Contract Clauses

1. Addendum to 52.212-4, Contract Terms and Conditions--Commercial Items	2-1
1.1 52.217-9 Option to Extend the Term of the Contract (Mar 2000)	2-1
1.2 WBR 1452.217-902 Option for Additional Numbered Line Items--Bureau of Reclamation--Lower Colorado Region (Nov 1996)	2-1
2. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Aug 2000)	2-1
52.203-6 Restrictions on Subcontractor Sales to the Government (Alternate I)	2-2
52.219-8 Utilization of Small Business Concerns	2-2
52.219-14 Limitations on Subcontracting	2-2
52.222-3 Convict Labor	2-1
52.222-21 Prohibition of Segregated Facilities (Feb 1999)	2-2
52.222-26 Equal Opportunity	2-2
52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	2-2
52.222-36 Affirmative Action for Workers With Disabilities	2-2
52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	2-2
52.222-41 Service Contract Act of 1965, As Amended	2-3
52.222-42 Statement of Equivalent Rates for Federal Hires	2-3
52.222-43 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts)	2-3
52.222-50 Nondisplacement of Qualified Workers	2-3
52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products	2-2
52.225-13 Restrictions on Certain Foreign Purchases	2-3
52.232-34 Payment by Electronic Funds Transfer--Other than Central Contractor Registration	2-3

	52.233-3	Protest After Award	2-2
3.	Addendum to 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items		2-4
4.	52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns (Jun 1999) Alternate I (Nov 1989) (Deviation) (Jun 1998)		2-5
5.	1452.219-70 Section 8(a) Direct Award--Department of the Interior (Jun 1998)		2-6
6.	WBR 1452.223-901 Safety and Health (Supply/Service)--Bureau of Reclamation--Lower Colorado Region (Oct 2000)		2-6
7.	52.228-16 Performance and Payment Bonds--Other Than Construction (July 2000)		2-7
8.	1452.228-70 Liability Insurance--Department of the Interior (Jul 1996)		2-8
9.	WBR 1452.228-902 Additional Performance and Payment Bond Requirements--Options--Bureau of Reclamation--Lower Colorado Region (Nov 1996)		2-8
10.	WBR 1452.232-904 Payment for Performance and Payment Bonds and Insurance--Bureau of Reclamation--Lower Colorado Region (Nov 1996)		2-9
11.	WBR 1452.242-80 Postaward Conference--Bureau of Reclamation (Jul 1993)		2-10
12.	52.252-2 Clauses Incorporated by Reference (Feb 1998)		2-10
	52.203-3	Gratuities (Apr 1984)	
	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	
	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	
	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)	
	52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)	
	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)	
	52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data--Modifications (Oct 1997) Alternate IV (Oct 1997)	
	52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I (July 1995)	
	52.223-5	Pollution Prevention and Right-to-Know Information (Apr 1998)	
	52.223-6	Drug-Free Workplace (Jan 1997)	
	52.223-10	Waste Reduction Program (Aug 2000)	
	1452.223-82	Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace (Oct 1998)	
	52.228-2	Additional Bond Security (Oct 1997)	
	52.228-5	Insurance--Work on a Government Installation (Jan 1997)	
	52.228-11	Pledges of Assets (Feb 1992)	
	52.228-14	Irrevocable Letter of Credit (Dec 1999)	
	52.232-8	Discounts for Prompt Payment (May 1997)	
	52.232-11	Extras (Apr 1984)	
	52.232-17	Interest (Jun 1996)	
	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	
	52.242-13	Bankruptcy (Jul 1995)	
	52.242-15	Stop-Work Order (Aug 1989)	

52.253-1	Computer Generated Forms (Jan 1991)	
13. 52.252-6	Authorized Deviations in Clauses (Apr 1984)	2-11

Part 3 - Contract Documents, Exhibits or Attachments

Performance Work Statement

1.0	GENERAL	3-1
1.1	Scope of Work	3-2
1.2	Work Site	3-2
1.3	Environmental Requirements	3-3
1.3.1	<u>Waste Disposal</u>	3-3
1.3.2	<u>Prevention of Water Pollution</u>	3-3
1.4	Access	3-3
1.4.1	<u>Physical Security of Work Areas</u>	3-3
1.4.2	<u>Access to Secured Areas</u>	3-3
1.4.3	<u>Key and Cardkey Control</u>	3-3
1.5	Items Not to be Moved	3-4
1.6	Quality Assurance	3-4
1.7	Quality Control	3-4
1.7.1	<u>Quality Control Plan</u>	3-4
1.8	Security and Identification of Employees	3-5
1.8.1	<u>Employee Background Check</u>	3-5
1.9	Other Local Requirements	3-5
1.9.1	<u>Lost and Found Property</u>	3-5
1.9.2	<u>Broken and Damaged Property</u>	3-6
1.10	Nonrecurring Services and/or Special Event Services	3-6
1.11	Miscellaneous Responsibilities	3-6
1.12	Employee Training	3-6
1.13	Schedule	3-6
2.0	DEFINITIONS AND ACRONYMS	3-8
2.1	Definitions	3-8
2.2	Acronyms	3-9
3.0	SAFETY	3-10
3.1	General	3-10
3.2	Safety Measures	3-10
3.3	Emergency Response	3-10
3.4	Warning Signs	3-10
3.5	Safety Hazards	3-10
3.6	Equipment	3-10
3.7	Personnel	3-10
3.8	Safety Meeting	3-10
3.9	Safety Program	3-11
3.10	Evacuation Plan	3-11
3.11	Emergency Drills	3-11
3.12	Reporting Emergencies	3-11
3.13	Reporting Injuries and Illnesses	3-11

4.0	CONTRACTOR PERSONNEL	3-13
4.1	General	3-13
4.2	Contractor's Representative (CR)	3-13
4.3	Employee Identification Badges	3-13
4.4	Employee Appearance and Conduct	3-13
4.5	High Visibility Apparel	3-13
5.0	GOVERNMENT-FURNISHED PROPERTY	3-14
5.1	General	3-14
5.1.1	<u>Equipment and Supplies Storage Space</u>	3-14
5.1.2	<u>Entrance mats</u>	3-14
5.1.3	<u>Identification badges</u>	3-14
5.1.4	<u>Keys and Cardkeys</u>	3-14
5.1.5	<u>Pagers</u>	3-14
5.1.6	<u>Water, Sanitary Facilities, Electrical Power</u>	3-14
6.0	CONTRACTOR-FURNISHED PROPERTY	3-15
6.1	General	3-15
6.2	Equipment Weight Restrictions	3-15
6.3	Chemicals	3-16
6.4	Supplies	3-16
7.0	GENERAL WORK QUALITY STANDARDS	3-18
7.1	General	3-18
7.2	Restrooms	3-18
7.3	Floors and Thresholds	3-18
7.4	Carpets	3-18
7.4.1	<u>General cleaning</u>	3-18
7.4.2	<u>Spot cleaning</u>	3-18
7.5	Stairways	3-19
7.6	Aluminum, Brass/Bronze and Stainless Steel	3-19
7.7	Mopping	3-19
7.7.1	<u>Dust mop</u>	3-19
7.7.2	<u>Wet/damp mop</u>	3-19
7.8	Dusting	3-19
7.8.1	<u>Surface level</u>	3-19
7.8.2	<u>High dusting</u>	3-19
7.9	Walls, Doors, Partitions, Dividers, etc.	3-19
7.10	Wood	3-19
7.11	Fixtures and Bright Metal Surfaces	3-19
7.12	Servicing and Policing	3-20
7.13	Dispensers	3-20
7.14	Glass, Mirrors, Windows and Ledges	3-20
7.15	Exhibits	3-20
7.16	Elevators/Escalators	3-20
7.17	Trash Removal	3-20
7.18	Exterior Areas	3-20
7.19	Light fixture covers	3-20
7.20	Entrance Mats	3-20

7.21	Gum	3-21
7.22	Machine Scrub	3-21
7.23	Strip and Seal Floors	3-21
7.24	Sweeping	3-21
7.25	Graffiti Removal	3-21
7.26	Auto Scrubbing of Parking Structure	3-21
8.0	SUBMITTAL REQUIREMENTS	3-22
8.1	Review of Submittals Furnished for Approval	3-22
8.2	Addresses	3-23
8.3	Cleaning Schedule	3-23
8.4	Material Safety Data Sheets	3-23
8.5	Monthly Accident Statistical Report	3-23
8.6	List of Proposed Contractor Employees	3-24
9.0	WORK PERFORMANCE ANALYSIS	3-25
9.1	Government Quality Assurance Surveillance	3-25
9.2	Government Inspection	3-25
9.3	Performance Evaluation Meetings	3-25
9.4	Cleaning Noncompliance	3-25
List of Contract Documents		3A-1
	Contractor Submittals	TE 1
	Minimum Requirements - Visitor Center, Parking Structure, Top of Dam and Tour Route	TE 2
	Minimum Requirements for Optional Line Item - Administrative Offices, 5th through 8th Floors	TE 3
	Performance Requirements Summary	TE 4
	Examples of Contract Forms	TE 5
	Historical Data of Paid Tourists	TE 6
	Area Estimates	TE 7
	Quality Assurance Surveillance Plan and Contractor Payment Examples	TE 8
	Service Contract Act Wage Determination	TE 9
	Drawings	TE 10

Part 4 - Solicitation Provisions

(This Part will be removed from the contract document)

1.	Addendum to 52.212-1, Instructions to Offerors--Commercial Items	4-1
1.1	Submission of offers	4-1
1.2	Period for Acceptance of Offers	4-3
1.3	Multiple Awards	4-3
1.4	Availability of requirements documents cited in the solicitation	4-3
2.	52.212-2 Evaluation--Commercial Items (Jan 1999)	4-3
3.	52.212-3 Offeror Representations and Certifications--Commercial Items (Jan 2001) Alternate III (Oct 2000)	4-4
4.	1452.215-71 Use and Disclosure of Proposal Information--Department of the Interior (Apr 1984)	4-11

5. 52.233-2 Service of Protest (Aug 1996) Department of the Interior (Jul 1996)
(Deviation) 4-12
6. 52.252-5 Authorized Deviations in Provisions (Apr 1984) 4-13
7. 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998) 4-13
 - 1452.211-80 Notice of Intent to Acquire Metric Products and Services (Mar 1993)
 - 52.223-4 Recovered Material Certification (Oct 1997)
 - 1452.233-80 Agency Procurement Protests (Sep 1997)
 - 52.237-1 Site Visit (Apr 1984)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER 01303006001		PAGE 1 OF 130	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				5. SOLICITATION NUMBER 00-SP-30-0031		6. SOLICITATION ISSUE DATE 01/23/01	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		8. OFFER DUE DATE/LOCAL TIME 02/22/01 @ 3:00 PM	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Caryn Rotheim (e-mail: crotheim@lc.usbr.gov)		b. TELEPHONE NUMBER (No collect calls) (702) 293-8588			
9. ISSUED BY		CODE LC-3116		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input checked="" type="checkbox"/> 8(a) [Region 9] NAICS: 56172 SIZE STANDARD: \$12.0 Million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE LC-3130	
Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City NV 89006-1470		Bureau of Reclamation Lower Colorado Regional Office 400 Railroad Avenue Boulder City NV 89005		Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City NV 89006-1470			
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE D-7734	
Bureau of Reclamation Hoover Dam Boulder City NV 89005		FACILITY CODE		U.S. Department of the Interior Bureau of Reclamation Reclamation Service Center P.O. Box 25508 Denver CO 80225-0508			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT					
SEE PARAGRAPH 1. CONTINUATION OF BLOCKS 19 THROUGH 24							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 4 Technical/2 Price proposal sets TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		40. PAID BY	
42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	
AUTHORIZED FOR LOCAL REPRODUCTION		SEE REVERSE FOR OMB CONTROL NUMBER AND PAPERWORK BURDEN STATEMENT		STANDARD FORM 1449 (10-95) Prescribed by GSA - FAR (48 CFR) 53.216			

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

OMB No.: 9000-0136

Expires: 09/30/98

CONTINUATION OF BLOCKS FROM SF-1449

1. Blocks 19 through 24: Schedule of Services

Schedule for Performing Janitorial Services at Hoover Dam					
19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
Schedule 1 - Base Year:					
1-1	Performance and Payment bonds and Insurance	1	Lump sum	N/A	
	Provide custodial services and supplies for the following locations:				
1-2	Visitor Center (excluding Tour Route)	12	months		
1-3	Parking Structure	12	months		
1-4	Top of Dam (including the Exhibit Building and Exhibit Building restrooms)	12	months		
1-5	Tour Route inside the Dam	12	months		
1-6	Nonrecurring and/or Special Events	200	hours		
	Subtotal for Schedule 1				
Schedule 1A - Optional Line Item:					
1-7	Administrative Offices (Floors 5 through 8 ½)	7	months		
	Subtotal for Schedule 1A				
	Grand Total for Schedule 1				

Schedule for Performing Janitorial Services at Hoover Dam					
19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
Schedule 2 - Option Year 1:					
2-1	Performance and Payment bonds and Insurance	1	Lump sum	N/A	
	Provide custodial services and supplies for the following locations:				
2-2	Visitor Center (excluding Tour Route)	12	months		
2-3	Parking Structure	12	months		
2-4	Top of Dam (including the Exhibit Building and Exhibit Building restrooms)	12	months		
2-5	Tour Route inside the Dam	12	months		
2-6	Nonrecurring and/or Special Events	200	hours		
	Subtotal for Schedule 2				
Schedule 2A - Optional Line Item:					
2-7	Administrative Offices (Floors 5 through 8 ½)	12	months		
	Subtotal for Schedule 2A				
	Grand Total for Schedule 2				

Schedule for Performing Janitorial Services at Hoover Dam					
19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
Schedule 3 - Option Year 2:					
3-1	Performance and Payment bonds and Insurance	1	Lump sum	N/A	
	Provide custodial services and supplies for the following locations:				
3-2	Visitor Center (excluding Tour Route)	12	months		
3-3	Parking Structure	12	months		
3-4	Top of Dam (including the Exhibit Building and Exhibit Building restrooms)	12	months		
3-5	Tour Route inside the Dam	12	months		
3-6	Nonrecurring and/or Special Events	200	hours		
	Subtotal for Schedule 3				
Schedule 3A - Optional Line Item:					
3-7	Administrative Offices (Floors 5 through 8 ½)	12	months		
	Subtotal for Schedule 3A				
	Grand Total for Schedule 3				

Schedule for Performing Janitorial Services at Hoover Dam					
19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
Schedule 4 - Option Year 3:					
4-1	Performance and Payment bonds and Insurance	1	Lump sum	N/A	
	Provide custodial services and supplies for the following locations:				
4-2	Visitor Center (excluding Tour Route)	12	months		
4-3	Parking Structure	12	months		
4-4	Top of Dam (including the Exhibit Building and Exhibit Building restrooms)	12	months		
4-5	Tour Route inside the Dam	12	months		
4-6	Nonrecurring and/or Special Events	200	hours		
	Subtotal for Schedule 4				
Schedule 4A - Optional Line Item:					
4-7	Administrative Offices (Floors 5 through 8 ½)	12	months		
	Subtotal for Schedule 4A				
	Grand Total for Schedule 4				

Schedule for Performing Janitorial Services at Hoover Dam					
19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
Schedule 5 - Option Year 4:					
5-1	Performance and Payment bonds and Insurance	1	Lump sum	N/A	
	Provide custodial services and supplies for the following locations:				
5-2	Visitor Center (excluding Tour Route)	12	months		
5-3	Parking Structure	12	months		
5-4	Top of Dam (including the Exhibit Building and Exhibit Building restrooms)	12	months		
5-5	Tour Route inside the Dam	12	months		
5-6	Nonrecurring and/or Special Events	200	hours		
	Subtotal for Schedule 5				
Schedule 5A - Optional Line Item:					
5-7	Administrative Offices (Floors 5 through 8 ½)	12	months		
	Subtotal for Schedule 5A				
	Grand Total for Schedule 5				

Grand Total for Schedule 1 - Base Year	
Grand Total for Schedule 2 - Option Year 1	
Grand Total for Schedule 3 - Option Year 2	
Grand Total for Schedule 4 - Option Year 3	
Grand Total for Schedule 5 - Option Year 4	
Total for All Five Schedules	

2. Performance Period Under the Preceding Schedules

(1) The overall performance period of this work consists of the following time periods:

(a) The performance period for Schedule 1 - Base Year, will be for one year (365 calendar days) commencing on May 1, 2001.

(b) If each successive option year is exercised (see contract clause 52.217-9, Option to Extend the Term of the Contract), the performance periods for Schedules 2 through 5, Option Years 1 through 4, will begin on May 1 of each following year and extend for one additional year (365 calendar days) each.

(2) The performance period for the work identified in the Schedules as "Optional Line Item" is as follows:

(a) The performance period for item No. 1-7, if the option is exercised, will be from October 1, 2001 through April 30, 2002.

(b) The performance periods for item Nos. 2-7, 3-7, 4-7, and 5-7 will be for one year (365 days) commencing on May 1 of each succeeding option year.

(3) The following table outlines the performance period for all schedules:

Schedule	Start Date	End Date
Schedule 1 - Base Year (Item Nos. 1-1 through 1-6)	May 1, 2001	April 30, 2002
Schedule 1A - Optional Line Item No. 1-7	October 1, 2001	April 30, 2002
Schedule 2 - Option Year 1 (Item Nos. 2-1 through 2-7)	May 1, 2002	April 30, 2003
Schedule 3 - Option Year 2 (Item Nos. 3-1 through 3-7)	May 1, 2003	April 30, 2004
Schedule 4 - Option Year 3 (Item Nos. 4-1 through 4-7)	May 1, 2004	April 30, 2005
Schedule 5 - Option Year 4 (Item Nos. 5-1 through 5-7)	May 1, 2005	April 30, 2006

PART 2 - CONTRACT CLAUSES

1. Addendum to 52.212-4, Contract Terms and Conditions--Commercial Items (Incorporated by reference in block 27a of the SF-1449)

1.1 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

1.2 WBR 1452.217-902 Option for Additional Numbered Line Items--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) The Government may require the performance of work required under the additional numbered line items identified in Schedules 1 through 5 of Part 1 as Schedule 1A through 5A (Optional Line Items 1-7, 2-7, 3-7, 4-7 and 5-7) in the quantity and at the price stated in each Option.

(b) The Contracting Officer may exercise Schedule 1A by written notice to the Contractor no later than 30 calendar days prior to October 1, 2001, which is the date work would commence under the option.

(c) The Contracting Officer may exercise Schedules 2A through 5A by written notice to the Contractor at the same time Schedules 2 through 5, Option Years 1 through 4, are exercised.

(d) The performance period for each option, if the Contracting Officer exercises the option(s), shall be as specified in Part 1, paragraph 2.

2. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Aug 2000)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- W (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- _____ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999)
- _____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- _____ (4) (i) 52.219-5, Very Small Business Set-Aside (Mar 1999) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- _____ (ii) Alternate I to 52.219-5.
- _____ (iii) Alternate III to 52.219-5.
- W (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3));
- _____ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- W (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- _____ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- _____ (ii) Alternate I of 52.219-23.
- _____ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- _____ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- W (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- W (12) 52.222-26, Equal Opportunity (E.O. 11246).
- W (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- W (14) 52.222-36, Affirmative Action for Workers With Disabilities (29 U.S.C. 793).
- W (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- W (16) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- _____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- _____ (17) 52.225-1 Buy American Act--Balance of Payments--Supplies (41 U.S.C. 10a -10d).
- _____ (18) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- _____ (ii) Alternate I of 52.225-3.
- _____ (iii) Alternate II of 52.225-3.
- _____ (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

- W (20) 52.225-13, Restrictions on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- _____ (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- _____ (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- _____ (23) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- W (24) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- _____ (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- _____ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- _____ (27) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- _____ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- W (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- W (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- W (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- W (6) 52.222-50 Nondisplacement of Qualified Workers (E.O. 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the

disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C., et seq.).

3. Addendum to 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items:

- 3.1 The estimate mentioned in paragraph (b)(2) of clause 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products, should be submitted to the address in block 16 of the SF-1449.
- 3.2 Regarding paragraph (b)(1) of clause 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Contractor shall provide EFT information no later than 15 days prior to submission of the first request for payment.
- 3.3 Regarding clause 52.222-42, Statement of Equivalent Rates for Federal Hires, the classes of service employees expected to be employed under the contract and the agency wages and fringe benefits payable to each is as follows:

Employee Class	Monetary Wage	Fringe Benefits
Janitor	\$12.31/hour	Include paid vacation days, sick leave, health insurance, and retirement benefits; the total value of the benefit package varies on a case-by-case basis.
Janitor Foreman	\$17.88/hour	

**4. 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns (Jun 1999)
Alternate I (Nov 1989) (Deviation) (Jun 1998)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan;

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA; and

(3) The Offeror's approved business plan is on the file and serviced by an SBA District office within Region IX.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The contractor will notify the Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

5. 1452.219-70 Section 8(a) Direct Award--Department of the Interior (Jun 1998)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the Bureau of Reclamation. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[To be filled out by the CO at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) To notify the contracting officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) It will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

6. WBR 1452.223-901 Safety and Health (Supply/Service)--Bureau of Reclamation--Lower Colorado Region (Oct 2000)

(a) The Contractor shall not require any employee in the performance of this contract (including subcontracts) to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety.

(b) The Contractor shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" (RSHS) manual, 1993 Edition.

(c) The Contractor may order the RSHS manual referenced in subparagraph (b) above from: The Government Printing Office, Superintendent of Documents, North Capitol and H St. N.W., MS-SSMC - Room 566, Washington, D.C. 20401 (Stock item GPO-024-003-00178-3). The Contractor may also download the electronic version of the RSHS manual at no charge from the Lower Colorado Region's web site at: <http://www.lc.usbr.gov/~g3100/pdf/rshs.pdf>.

(d) The Contractor shall submit a written proposed safety program in the form and time intervals prescribed in section 2 of the RSHS manual and amendments or revisions thereto in effect on the date of the solicitation.

(e) In addition to any other provisions in the contract, the Contractor shall comply with all safety and material data submittal requirements contained in the RSHS manual and revisions thereto.

(f) The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer (or authorized representative) in the manner prescribed by the Contracting Officer, all cases of death, occupational diseases, or traumatic injury to employees or the public involved, and property damage in excess of \$2,500 occurring during performance of work under this contract.

(g) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(h) In the event there is a conflict between the requirements contained in any of the safety documents referenced herein, the more stringent requirements shall prevail.

7. 52.228-16 Performance and Payment Bonds--Other Than Construction (July 2000)

(a) Definitions. As used in this clause--

"Original Contract price" means the award price of the contract, or, for requirements contracts, the price payable for the estimated quantity, or, for indefinite-delivery contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 100 percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 15 days after contract award, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain

bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, online at <http://www.fms.treas.gov/c570/c570.html>, or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, NW., 2nd Floor, West Wing
Washington, DC 20227.

8. 1452.228-70 Liability Insurance--Department of the Interior (Jul 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
\$100,000

GENERAL LIABILITY
\$500,000 per occurrence

AUTOMOBILE LIABILITY
\$200,000 each person
\$500,000 each occurrence
\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

9. WBR 1452.228-902 Additional Performance and Payment Bond Requirements--Options--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

(a) Pursuant to the Miller Act (40 U.S.C. 270a - 270f), the Contractor shall be required to furnish separate performance and payment bonds for each option exercised by the Contracting Officer under Schedules 2 through 5 of Part 1 within 15 calendar days from the date the Contracting Officer exercises each option for options exceeding \$100,000.

(b) The Contracting Officer will issue the notice to proceed for each exercised option within 5 calendar days of receipt of acceptable performance and payment bonds for each option exceeding \$100,000. The Government will not be held liable for any additional costs, including delay and/or impact costs, incurred during the period of time the Contractor is obtaining the performance and payment bonds and during the 5 calendar day period referenced above. The offeror shall include the cost of obtaining performance and payment bonds for each option exceeding \$100,000 and any additional costs, including delay and/or impact costs, expected to be incurred while awaiting the notice to proceed in the price or prices offered for the applicable item or items in Part 1, Schedules 2 through 5.

(c) The Contractor shall furnish separate performance and payment bonds for each exercised option exceeding \$100,000 in the following amounts:

(1) Performance bond - Penal amount equal to 100 percent of the Option total.

(2) Payment bond - Penal amount of 50 percent of the Option total.

(d) The Contracting Officer may require the Contractor to furnish additional protection in accordance with clause 52.228-2, Additional Bond Security.

(e) The successful offeror shall provide acceptable forms of security for bonds furnished in accordance with the requirements of FAR Subpart 28.2. Persons acting as individual sureties shall comply with the requirements of clause 52.228-11, Pledges of Assets.

(f) Each surety company bond, that purports to have been executed by an agent or attorney-in-fact for the corporate surety, shall --

(1) be accompanied by a power of attorney to the signatory agent or attorney-in-fact; and

(2) the power of attorney or attorney-in-fact shall have been executed by the corporate surety upon a date prior to the date of the execution of the bond; or

(3) be accompanied by a certification of the sureties to the effect that the power of attorney was in full force and effect upon the date of the bond.

**10. WBR 1452.232-904 Payment for Performance and Payment Bonds and Insurance--
Bureau of Reclamation--Lower Colorado Region (Nov 1996)**

(a) General. The contract line items for performance and payment bonds and insurance (see paragraph 1 of Part 1) shall be used by the Government to make payment to the Contractor in accordance with this clause for payment of premiums for performance and payment bonds and insurance.

(b) Termination for cause. Should the Contractor be terminated for cause as provided by paragraph (m) of clause 52.212-4, Contract Terms and Conditions--Commercial Items, of this contract --

(1) All equipment on the site shall be subject to the Government's right to take possession of and utilize such items for the purpose of completing the work;

(2) The Contractor shall provide evidence of encumbrances, liens, or other security interests, to the Contracting Officer; and

(3) Any encumbrance, lien, or other security interest on such equipment shall be subordinated to the Government's rights under the Termination for cause paragraph of this contract to utilize all equipment to complete the work under the contract.

(c) Payment. Payment for performance and payment bonds and insurance shall be made at the lump sum prices offered for this item as contained in the Schedule of Services located at paragraph 1 of Part 1. Upon submission of a proper invoice, the Government shall reimburse the Contractor for the total amount of the premiums paid for performance and payment bonds as required by the Performance and Payment Bonds clauses of this contract and for any insurance which may be specified by this contract.

11. WBR 1452.242-80 Postaward Conference--Bureau of Reclamation (Jul 1993)

(a) Prior to the Contractor starting work, a postaward conference (as described in FAR Subpart 42.5) will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.

(b) The conference will be held at the Bureau of Reclamation Lower Colorado Regional Office in Boulder City, Nevada.

(c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.

(d) The Contractor shall include any associated costs for attendance at the conference in its offer.

12. 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far>: Federal Acquisition Regulation clauses (i.e., 52.2XX-X)

<http://www.usbr.gov/aamsden/1452T.html>: Reclamation Acquisition Regulations
(i.e., 1452.2XX-8X)

52.203-3	Gratuities (Apr 1984)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data--Modifications (Oct 1997) Alternate IV (Oct 1997)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I (July 1995)
52.223-5	Pollution Prevention and Right-to-Know Information (Apr 1998)
52.223-6	Drug-Free Workplace (Jan 1997)
52.223-10	Waste Reduction Program (Aug 2000)
1452.223-82	Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace (Oct 1998)
52.228-2	Additional Bond Security (Oct 1997)
52.228-5	Insurance--Work on a Government Installation (Jan 1997)
52.228-11	Pledges of Assets (Feb 1992)
52.228-14	Irrevocable Letter of Credit (Dec 1999)
52.232-8	Discounts for Prompt Payment (May 1997)
52.232-11	Extras (Apr 1984)
52.232-17	Interest (Jun 1996)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.242-13	Bankruptcy (Jul 1995)
52.242-15	Stop-Work Order (Aug 1989)
52.253-1	Computer Generated Forms (Jan 1991)

13. 52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(Deviation)" after the date of the clause.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) clause with an authorized deviation is indicated by the addition of "(Deviation)" after the name of the regulation.

PART 3 - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

Performance Work Statement

1.0 GENERAL

Hoover Dam receives approximately 1.25 million visitors annually on the official guided tour and many thousands more stop in passing to view the dam and use its facilities.

The tour day begins at 8:00 a.m. and ends at 6:00 p.m. The Contractor shall perform the following tasks on a daily basis:

(1) Unlock restroom doors located on top of the dam, in the Exhibit Building, and in the Parking Structure by 7:30 a.m.;

(2) Close restroom doors by 7:30 p.m., unless notified otherwise by the Contracting Officer's Representative (COR); and

(3) Perform all required cleaning tasks per Contractor's schedule.

The facility will be closed Christmas Day. The facility may be closed Thanksgiving Day. The Contractor will be notified at least 24 hours in advance if the facility will be closed Thanksgiving Day.

The major heavy cleaning (see Technical Exhibits 2 and 3) shall be performed between 6:30 p.m. and 7:30 a.m. unless notified otherwise by the COR. Since the Government will have maintenance personnel working in the Visitor Center from 6:00 p.m. until 2:30 a.m., the Contractor will need to coordinate work areas with Government personnel.

Occasionally, activities will be held at the Visitor Center and Parking Structure during non-tour hours. During these occasions, portions of the Visitor Center and Parking Structure may not be available for cleaning until after 11:00 p.m. In addition, there will also be times when the Government will have maintenance activities that will affect the contractor's schedule (for example, annual testing of fire alarms). When possible, the COR will provide at least 48-hour notification of those occasions.

The Contractor shall keep the facilities clean, free of litter, and ensure that restrooms are stocked with adequate quantities of the necessary supplies throughout the tour day, 7 days per week, 364 days per year. Heavily used areas, such as restrooms, shall be cleaned and restocked several times per day. Restrooms are to be kept open at all times during tour hours except for minimum time required for restocking or cleaning. Trash containers shall be emptied frequently and general litter in the Parking Structure, plaza area, escalators, outside stairs, and viewing deck shall be swept and/or picked up as it collects and shall be placed in designated dumpsters. Specific cleaning requirements are listed in Section 7.0.

A Contractor's representative wearing a Government-furnished pager shall be on call for prompt response to the COR or requests from the Visitor Services office throughout the tour day for cleaning up special and/or unexpected messes which may occur anywhere in the area covered by the contract.

The Contractor or its employees shall notify immediately the COR or Security of any emergency (e.g., broken water pipes, suspicious packages, etc.).

1.1 Scope of Work

The Contractor shall provide all management, supervision, labor, subcontractors, materials, supplies and equipment, and shall plan, schedule, coordinate, and assure effective completion of all services described herein. The Contractor shall be fully responsible for providing customer service, janitorial cleaning, quality control and all other services as listed herein. The Contractor will determine how often the work is to be performed, how much labor is needed to perform the tasks, what methods will be used to complete the job and which supplies, materials and equipment are needed. These performance-based specifications express the Government's requirements in the form of General Work Quality Standards (GWQS), Section 7.0. General Work Quality Standards are provided as the Government's best gauge of the minimum quality standards to be met. The results of the work performed under this contract will conform to GWQS, and the Government expects that upon daily or periodic inspections these minimum standards will be met or exceeded.

1.2 Work Site

The work is located at Hoover Dam, on the Colorado River, approximately 8 miles northeast of Boulder City, Nevada, and 32 miles from Las Vegas, Nevada, in Clark County, Nevada, and Mohave County, Arizona. The contract is spread over several areas of the dam's facilities:

- (1) Parking Structure and plaza leading to Visitor Center and flagpole area;
- (2) Visitor Center;
- (3) Exhibit Building;
- (4) Top of dam - including sidewalks on both sides of highway, dam elevator lobbies, old ticket booth rooms, First-aid room, Pager equipment room, men's and women's tower restrooms, abutment stairs, and Nevada Spillway;
- (5) Tour area inside of dam - including visitor galleries, generator balconies, powerhouse elevator lobbies (5th floor), generator balconies, 705 hallway, stairwells (3rd through 5th floors), adit tunnels and viewing platforms, transformer deck (outside ramps from sliding glass door on Arizona side to white line, crossover section including raised area, to white line on Nevada side then to sliding glass door on Nevada side); and
- (6) Optional Schedule which includes the Dam's Administration area - Floors 5 through 8 ½. See Technical Exhibit (TE) 10, Drawings.

1.3 Environmental Requirements

1.3.1 Waste Disposal. Contractor shall be responsible for collection and disposal of grey water, oil, grease, antifreeze and/or other chemicals that are picked up during cleaning of Parking Structure. Hazardous waste contaminants (e.g., gas, oil, coolants) from the Parking Structure shall be dumped in the wastewater tank at the Parking Structure to be disposed of at an off-site licensed hazardous waste disposal site. The Contractor shall be responsible for having the materials sampled and tested periodically, at least annually or as required by waste hauler or disposal facility or Reclamation, for proper profiling and disposal of the waste. If the material is determined to be hazardous waste either by characteristic (ignitability, corrosivity, or reactivity) or if listed (per 40 CFR Part 261), the waste must be properly manifested prior to transport and disposal. The transporter must be fully licensed and insured to transport hazardous waste, and all hazardous waste must be properly disposed of at a state licensed hazardous waste disposal facility. If the waste is found to be hazardous based on analytical results or characteristic criteria, then Reclamation's Hazardous Waste coordinator shall be contacted prior to transport and disposal off-site.

1.3.2 Prevention of Water Pollution. Biodegradable mop water or other waste solutions containing floor stripper, sealers, polishes or cleaner/detergents, including bleach, shall not be put into the drains or toilets, but shall be dumped at the Arizona wastewater plant or at the Nevada Spillway tanks. Hazardous waste contaminants (e.g., gas, oil, coolants) from the Parking Structure shall be disposed of at an off-site licensed hazardous waste disposal site, in accordance with 1.3.1.

1.4 Access

1.4.1 Physical Security of Work Areas. The Contractor shall ensure that any door unlocked by its staff in order to perform contract work is secured during and after completion of that work.

1.4.2 Access to Secured Areas. Contractor employees identified on Contractor's employee roster, wearing identification badges, will be allowed access to facilities.

1.4.3 Key and Cardkey Control. The Contractor shall establish and implement methods of ensuring that all keys and cardkeys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key/cardkey control and shall include them in the Quality Control Plan.

The Contractor shall report the occurrence of a lost key or cardkey to the COR, no later than the start of the next duty day after the Contractor or employee becomes aware of the loss.

In the event keys, other than master keys, are lost or duplicated, the Contractor shall be required, upon direction of the COR, to re-key or replace the affected lock or locks. However, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment

due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due.

Government-issued keys and cardkeys shall not be used by any person(s) other than the Contractor's employees. Contractor employees shall not open locked areas to permit entrance of persons other than Contractor's employees. The Contractor shall retrieve keys and cardkeys from terminated employees. All keys and cardkeys shall be returned to the COR upon completion of the contract and prior to final payment.

1.5 Items Not to be Moved

Upon request by the Contractor, the COR will show the Contractor's onsite manager which items of Government equipment are not to be moved, cleaned, or otherwise handled by custodial personnel.

1.6 Quality Assurance

The Government will conduct quality assurance in accordance with Section 9.0, Work Performance Analysis.

1.7 Quality Control

Quality of work shall be of a high standard of cleanliness, as defined within these specifications. The facilities represent the United States Government to the general public, and unsightliness is not acceptable.

1.7.1 Quality Control Plan. The Contractor shall establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of the contract are provided as specified. In accordance with Section 8.0 and TE 1, Contractor Submittals, one copy of the Contractor's QCP shall be provided to the COR for approval not later than the Postaward Conference. A revised copy of the QCP shall also be provided to the COR for approval as changes occur. No payments will be made under the contract until the initial QCP is approved by the Government.

The plan shall include, as a minimum:

(1) A self-inspection system covering all the services listed in TE 2. It must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspections.

(2) The methods for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.

(3) A method of maintaining onsite records of all inspections conducted by the Contractor and necessary corrective action taken. These records shall be made available to the Government upon request during the term of the contract.

1.8 Security and Identification of Employees

The operation of Hoover Dam and Powerplant requires continuous and effective security measures. Such security is carried out by a Federal guard system, and the security regulations provide for controlled access to certain restricted areas including switchyards, powerplants, and other critical areas. These restricted areas are designated and may be modified or changed by the Contracting Officer. All necessary security measures required by this contract shall be subject to the approval of the Contracting Officer. The Contractor shall be responsible for initiating necessary measures to insure that its employees comply with all established security rules and regulations, including but not restricted to the following:

(1) Janitorial work areas: All areas where work is required under this contract are designated as janitorial work areas. The Contracting Officer will designate suitable accessways to janitorial work areas for use of janitorial personnel. Unless specifically authorized, Contractor personnel shall be restricted to these areas. It shall be the Contractor's responsibility to insure by appropriate and effective means that its personnel remain in these areas while on the jobsite.

(2) Restricted areas: Janitorial personnel will not be permitted to enter established or designated restricted areas unless so authorized by the Contracting Officer. Such entry shall be in accordance with and subject to the security regulations established in the area. It shall be the Contractor's responsibility to insure by appropriate and effective means that its personnel shall not enter these areas unless authorized as set forth above.

(3) Identification of Contractor employees: The Government will issue all Contractor personnel who will require access to secured areas of the Hoover Dam facilities a numbered identification badge clearly identifying the employee and its employer. Such identification shall be required for all employees on the jobsite and shall be worn at all times. If special badges holding the employee's photograph are required for restricted areas, such badges will be furnished by the Government.

1.8.1 Employee Background Check. In order to ensure the continued security of Hoover Dam and its facilities, the Contractor shall have a Shared Communication Operations for Protection and Enforcement (SCOPE), local criminal history background check, done by the Las Vegas Metro Police Department on all employees working on this jobsite. The report shall be provided to the Chief of Security at Hoover Dam, Att: LCD-3300, P.O. Box 60700, Boulder City NV 89006, with a copy of the submittal letter to Lower Colorado Region, Regional Engineer, Att: LC-6000, P.O. Box 61470, Boulder City NV 89006. The Chief of Security has the final authority on advising the COR regarding the information contained in the background check report.

1.9 Other Local Requirements

1.9.1 Lost and Found Property. The Contractor shall ensure that all articles of personal or monetary value found by the Contractor's employees are turned over to the Security office.

1.9.2 Broken and Damaged Property. The Contractor shall ensure that no damage to property occurs while performing work. The Contractor shall be held liable for the cost of repair or replacement of Government or personal items within work areas damaged by Contractor employees.

1.10 Nonrecurring Services and/or Special Event Services

These services are in addition to the services otherwise specified herein and are intended to be used to satisfy the Government's short-term nonrecurring need for services. Nonrecurring service requests are not covered in the regularly scheduled janitorial services. The Contractor will be reimbursed for all nonrecurring and/or special event services at the hourly rate offered therefor in the schedule. Examples of these events include weddings, movie productions, conferences, catered dinners, etc. Written notice will be provided to the Contractor no less than 24 hours prior to these services being required. The Contracting Officer or Contracting Officer's Representative are the only individuals authorized to require the Contractor to perform these services.

1.11 Miscellaneous Responsibilities

- (1) Return chairs and waste baskets to proper position.
- (2) Water faucets or valves shall be turned off after the required usage has been accomplished.
- (3) Lights and fans shall be turned off when not in use in office areas.
- (4) Report hazardous conditions and items in need of repair to the Building Manager at 293-8528 for Visitor Center facilities.
- (5) Keep doors locked in Visitor Center while cleaning. Lock dam tower elevator doors each time entering or leaving.
- (6) Close doors and lock offices as required after cleaning.
- (7) Notify Operations or Security when an unauthorized or suspicious person is seen on the premises.

1.12 Employee Training

All employees utilized by the Contractor shall be competent and skilled in performing janitorial work, using modern cleaning tools (buffers, etc.) and techniques.

1.13 Schedule

Contractor's personnel shall be present throughout the day from 8:00 a.m. to 6:00 p.m. to perform tour hour tasks as noted in TE 2, Minimum Requirements. The Contractor shall perform tasks noted as non-tour hour tasks between the hours of 6:30 p.m. and 7:30 a.m.

If the option schedule for cleaning the dam's administration offices on the 5th through 8th floors is exercised, the Contractor shall perform office hour tasks as noted in TE 3, Minimum Requirements for Optional Schedule, between 6:00 a.m. and 5:00 p.m. The Contractor shall perform tasks noted as non-office hour tasks between the hours of 5:30 p.m. and 5:30 a.m.

2.0 DEFINITIONS AND ACRONYMS

2.1 Definitions

Acceptable Quality Level (AQL): The maximum percentage defective or the maximum number of defects that can be considered satisfactory on the average. It is the allowable leeway from a standard before the Government will reject the specific service. An AQL does not imply that the Contractor may knowingly perform in an unsatisfactory way.

Contract Discrepancy Report (CDR): A report initiated by the Government, which the Contractor is required to complete, whenever performance is unsatisfactory. The CDR requires the Contractor to explain in writing why performance was unsatisfactory, how performance will be returned to satisfactory levels, and the corrective action that will be taken to prevent recurrence.

Customer Complaint Inspection: Unscheduled surveillance of Contractor's work prompted by people receiving the service. The COR may receive customer complaints about the Contractor's performance or quality of service. The COR may review the alleged unsatisfactory performance, verify the contract requirement and provide the Contractor notification of deficiencies, if applicable.

Defect: Each instance of non-compliance with a contract requirement. A defect may be caused by either non-performance or poor performance. Each defect is subject to deductions from the contractor's payment if the defect is not corrected in a timely manner as stated in paragraph 9.4.

Detergent: Term referring to any cleaning agent other than soap. Detergents include surfactants and may contain a variety of other ingredients such as builders, corrosion inhibitors, suds contact agents, enzymes, coloring agents, and fragrances.

Disinfectant: Chemical used to kill disease-causing bacteria and/or viruses on various surfaces.

Extraction: Method of carpet cleaning in which a cleaning solution is injected into the carpet and the soiled solution is quickly vacuumed back into the extraction machine.

Inspection: Surveillance of all the Contractor's work on scheduled and random bases.

Material Safety Data Sheet (MSDS): A document that chemical manufacturers supply with their products to describe the chemical's general properties, its hazards, and how to safely use, handle and store the product.

Neutral Cleaner: Mild cleaning chemical that is neither highly acidic nor alkaline.

Paragraph: For the purpose of the contract, all occurrences within the contract text of the term “paragraph” shall be understood to include the stated or referenced paragraph and all levels of subparagraphs below the stated or referenced paragraph.

Percent of Cleaning Areas Found Defective: Determined by dividing the number of cleaning areas by the number of defects noted in each area. When the reject number has been equaled or exceeded, this percentage is used to calculate an equitable deduction from the Contractor's payments.

Quality Assurance (QA): Those actions taken by the Government to determine that the services received meet the contract requirements. QA inspectors are Government employees responsible for checking Contractor performance.

Quality Control (QC): Those actions taken by the Contractor to ensure that the standards and requirements of the contract are met.

Spot: A temporarily discolored, marked, soiled area, or stain caused by a foreign substance presently or previously on the surface.

2.2 Acronyms

ACOR = Alternate Contracting Officer's Representative
 AQL = Acceptable Quality Level
 CDR = Contract Discrepancy Report
 CO = Contracting Officer
 COR = Contracting Officer's Representative
 CR = Contractor's Representative
 GWQS = General Work Quality Standards
 MSDS = Material Safety Data Sheet
 PRS = Performance Requirement Summary
 PWS = Performance Work Statement
 RSHS = Reclamation Safety & Health Standards
 QA = Quality Assurance
 QC = Quality Control
 SF = Square Feet or Square Footage
 TE = Technical Exhibit

3.0 SAFETY

3.1 General

To protect the life and health of employees and other persons; to prevent damage to property, materials, supplies and equipment; and to avoid work interruptions, the Contractor shall comply with the 1993 edition of Reclamation's publication "Reclamation Safety and Health Standards" (RSHS). See contract clause WBR 1452.223-901, Safety and Health, for information on ordering the RSHS and submitting a safety program.

3.2 Safety Measures

Workers shall be instructed in appropriate safety measures and shall not place mops, brooms, machines, or other equipment in traffic lanes or other locations that could create safety hazards. Appropriate signs shall be provided and placed by the Contractor to mark areas that are slippery or unsafe due to custodial work operations.

3.3 Emergency Response

Emergency operations may require immediate custodial attention. In such cases the Contracting Officer may require the Contractor to divert its force, or such part as necessary, from normal duties to emergency operations in building areas covered by the Contract. Upon completion of emergency work, the Contractor's employees shall return to their assigned work and areas. These services shall be at no additional cost to the Government; however, the Contractor will not be held liable for neglect of normal duties that may result from this action.

3.4 Warning Signs

The Contractor shall provide and place appropriate warning signs for wet or slippery floor areas and shall remove the warning signs after the area has been restored to a safe and orderly condition. Mops, brooms, trash containers, and cleaning equipment shall not be stored, used, or placed in locations or utilized in such a manner that a safety hazard(s) is created.

3.5 Safety Hazards

The Contractor shall report all perceived safety hazards to the COR immediately upon discovery, including, but not limited to, broken glass and fluorescent bulbs placed in trash receptacles.

3.6 Equipment

The Contractor's equipment shall meet Occupational Safety and Health Administration (OSHA) standards at all times while on this Project.

3.7 Personnel

The Contractor's employees shall operate equipment in compliance with all Federal, State, and local safety codes, and in accordance with the manufacturer's guidelines and manuals.

3.8 Safety Meeting

The Contractor or its representative shall meet monthly with the COR to discuss safety issues.

3.9 Safety Program

The Contractor shall submit a detailed safety program at the Postaward Conference which provides specific information or procedures. The safety program should include the following information as a minimum:

- (1) The names of employees who are FA/CPR trained and certified;
- (2) When the weekly tool box meetings will be held;
- (3) What type of personal protection equipment is available to the employees and when/where they are required to wear it;
- (4) What arrangements have been made for emergency medical care in addition to the care provided by the Hoover Dam nurses station (which is open only during tour hours);
- (5) The Drug-Free Workplace program;
- (6) Safety procedures that are in place related to working in an area alone at night;
- (7) Procedures for managing and disposing of hazardous waste; and
- (8) Job Hazard Analysis.

3.10 Evacuation Plan

The Contractor shall provide an evacuation plan which shows where employees are to meet immediately upon notification of an emergency of any nature that would require the employees to vacate the facilities. The plan must take into account the various locations in which employees will be performing work and that the elevators can not be used during an emergency. Meeting locations can be near the top of the dam or parking structure or on the powerplant ramps at N3 or A3.

3.11 Emergency Drills

The Contractor's employees shall cooperate with and participate in random emergency drills held by the Government at Hoover Dam.

3.12 Reporting Emergencies

The Contractor shall call the Control Room immediately to report such incidents as fires, bomb threats, chemical spills, or suspicious packages. The Control Room will then provide instructions on whether any action should be taken. Hoover Dam policies and phone numbers may be updated periodically. The Government will provide a copy of all updated policies and phone numbers to the Contractor.

3.13 Reporting Injuries and Illnesses

The Contractor shall investigate and report accidents, injuries, or illnesses in accordance with RSHS section 2.13. If a contractor employee is injured, the Contractor shall complete Form

DI-134, Report of Accident/Injury, and submit the form to the COR within 24 hours of the incident. The Contractor shall also complete Reclamation Form No. 7-2218, Contractor Monthly Summary of Occupational Injuries/Illnesses Experience (TE 5), each month and submit it to the COR within 24 hours of the end of the preceding month.

4.0 CONTRACTOR PERSONNEL

4.1 General

The Contractor shall furnish an adequate number of people skilled in all trades necessary to fulfill Contract requirements. Contractor personnel shall be able to speak, read and write the English language.

4.2 Contractor's Representative (CR)

The Contractor shall provide in writing the names, telephone numbers and addresses of onsite supervisor(s) to the COR at the Postaward Conference. The term "onsite supervisor" is defined as the person(s) designated in writing by the Contractor who has the authority to represent the Contractor on a day-to-day basis in all matters under this contract. The CR shall be available by telephone during normal commercial business hours and shall be available at the worksite within four hours of notification that such presence is required onsite.

The Contractor shall designate an alternate onsite supervisor to act in the absence of the designated onsite supervisor. The alternate shall have full responsibilities and authorities under the contract to allow satisfactory performance.

4.3 Employee Identification Badges

See paragraph 1.8.

4.4 Employee Appearance and Conduct

While on duty, the Contractor's employees shall present a neat appearance, carry out a reasonable public demeanor, wear Government-furnished identification and wear a uniform bearing the name of the company. Unsanitary dress or grooming standards shall not be tolerated.

When on duty, the contractor's employees shall be required to wear a neat, well-fitting uniform with the contractor's name clearly visible from the front. The uniform shall, at a minimum, consist of full-length pants and short-sleeved shirt or tee shirt with at least a 4-inch-long sleeve. Cutoffs, tank tops or modified shirts are not acceptable wearing apparel. Employees shall not be allowed to perform their duties if improperly dressed. The cost of providing employee's uniforms shall be included in the unit prices offered in the schedules for providing custodial services.

4.5 High Visibility Apparel

All employees exposed to vehicular traffic shall wear high visibility orange apparel during daylight hours and reflective high visibility apparel after dark with a minimum reflective area of 400 square inches.

5.0 GOVERNMENT-FURNISHED PROPERTY

5.1 General

The following Government facilities, equipment, materials, and services will be available to the Contractor for use in the performance of work under these specifications:

5.1.1 Equipment and Supplies Storage Space. The Government will provide the Contractor storage space for supplies and equipment. The exact locations will be identified during the preproposal site visit.

5.1.2 Entrance mats. The Contractor will be supplied entrance mats needed during inclement weather. Some areas have entrance mats that are in use at all times.

5.1.3 Identification badges. The Contractor will be supplied identification badges for all employees (see paragraph 1.8).

5.1.4 Keys and Cardkeys. Contractor personnel will be issued keys and cardkeys (see paragraph 1.4).

5.1.5 Pagers. Initially the Contractor will be issued two pagers which shall be worn by onsite personnel at all times. If a pager is lost or stolen, the Contractor shall notify the COR as soon as possible. The Government will then replace the pager and deduct the cost of the pager from the next invoice submitted by the Contractor.

5.1.6 Water, Sanitary Facilities, Electrical Power. The location of these facilities will be shown during the preproposal site visit or after award of the contract. Facilities are provided on an as-is, where-found basis. The Contractor is responsible for being cognizant of the location of the utilities.

No other supplies or services will be furnished by the Government.

6.0 CONTRACTOR-FURNISHED PROPERTY

6.1 General

The Contractor shall furnish all labor and equipment necessary to perform the work required under this contract. The Contractor shall also furnish all equipment repair accessories and attachments, i.e., vacuum parts, bags, etc., necessary to repair and maintain all Contractor-furnished equipment in good operating condition. The minimum required equipment shall be present at the required location and in good operating condition at all times during the performance of work. All equipment shall have adequate bumpers and guards to prevent marking or scratching fixtures, furnishings or building surfaces. All electrical equipment used by the Contractor or the contractor's employees shall meet all applicable safety requirements, as outlined by OSHA. The Contractor shall provide an automatic scrubber to scrub sidewalks, plaza decks and Parking Structure pedestrian ramps and floors. The Contractor shall provide personal protective equipment as listed in the RSHS.

The Contractor shall furnish all cleaning supplies which normally are used for typical custodial services. This includes, but is not necessarily limited to, floor wax, disinfectants, trash liners, and cleaners. The Contractor shall also furnish all restroom supplies, i.e., soap, paper towels, toilet seat liners, toilet paper, feminine hygiene products, etc.

It shall be the Contractor's responsibility to have sufficient supplies at the jobsite to ensure that the restrooms are always stocked with adequate quantities of the necessary supplies, and that all tasks are accomplished on schedule.

6.2 Equipment Weight Restrictions

The Contractor is advised that weight restrictions exist for machines and/or equipment to be operated on the framed decks at the Visitor Center, Parking Structure and Plaza areas. The loads imposed by the Contractor's machines and equipment shall be limited to the maximum allowable loads which can be safely supported by the existing structures. The weights and configurations of all machines and equipment proposed by the Contractor for use on the framed decks shall be subject to the prior review and approval of the COR.

It is anticipated that equipment and machine weights will be of primary concern on the framed decks of the Parking Structure. The maximum allowable loads for Parking Structure Levels 2 and 3 are as follows:

Maximum Allowable Gross Vehicle Weight:	18,000 LB (18 Kips)
Maximum Allowable Axle Load:	14.4 Kips
Maximum Allowable Wheel Load:	7.2 Kips

The maximum allowable loads for Parking Structure Levels 3A, 4, 4A, 5 and 5A are as follows:

Maximum Allowable Gross Vehicle Weight:	5.0 Kips
Maximum Allowable Axle Load:	4.0 Kips
Maximum Allowable Wheel Load:	2.0 Kips
Wheel Spacing:	Not less than 5 feet on centers

The Contractor shall submit, for review and approval prior to use of the machines or equipment, catalog data sheets for all machines and/or equipment which may approach the allowable loads for the existing structures.

6.3 Chemicals

The Contractor shall submit for approval Material Safety Data Sheets (MSDS) for all chemicals and potentially hazardous solids (i.e., cleaners, solvents, absorbents, petroleum products) anticipated to be used during performance of the contract. The MSDS shall be reviewed by Reclamation's Hazardous Materials Coordinator and approved in writing prior to onsite delivery and use. Any other chemicals or potentially hazardous solids intended for use onsite shall be approved by the Hazardous Materials Coordinator prior to onsite delivery and use. The Contractor shall be permitted to store a maximum of 20 gallons onsite of any potentially hazardous chemical that meets the characteristic criteria or is listed as a Resource Conservation and Recovery Act (RCRA) hazardous waste per 40 CFR Part 261. Use or onsite storage of chlorinated compounds and halogenated solvents (i.e., Trichloroethane, Methylene Chloride) shall not be permitted without the expressed written approval of the Hazardous Materials Coordinator. All chemicals and potentially hazardous solids stored onsite shall be in their original containers, clearly labeled, and with MSDS attached. Secondary containment is required for all potentially hazardous chemicals stored onsite. All chemicals and potentially hazardous solids shall be used and stored in accordance with manufacturer's recommendations.

In accordance with Section 8.0, a list of chemicals, their intended use, MSDS sheet, applicable specifications, trade name, and manufacturer shall be submitted to the Regional Engineer no later than 10 days prior to delivery and onsite use, with certifications that the chemicals meet or exceed the contract requirements.

6.4 Supplies

The Contractor shall provide, in accordance with Section 6.0, the following supplies.

(1) Toilet tissue. Toilet tissue must fit in T-Box Dispenser Model No. 2200 for T-Tork Standard toilet tissue, as manufactured by SCA Hygiene Products, and shall meet the requirements of ASTM D 3905 (1993), Toilet Tissue for Industrial and Institutional Use.

(a) White, single-ply, unscented, unglazed, single roll (uncompressed).

(b) White, double-ply, unscented, unglazed, single roll (uncompressed). Only the Visitor Service (guides) restrooms are required to have two-ply tissue.

(2) Paper towels. Two types of paper towels shall be supplied by the Contractor. Both types of towels shall meet the requirements of ASTM D 4431 (1992), Paper Towels for Industrial and Institutional Use, Class B, Type 1, Styles 1 and 4.

(a) The dimensions for the single-fold towels are 9 1/4 + (1/2)-inch width and fold depth of 5 1/2 + (1/2) inches with an approximate area of 99 square inches.

(b) The perforated rolled paper towels shall be 9 inches wide.

(3) Liquid hand soap. The lotion hand soap shall meet the requirements of ASTM D 4011 (1997), Lotion Soap, Type C, and shall fit into the existing commercial lotion soap dispensers.

(a) The soap dispensers for the Exhibit building and top of the dam tower restrooms are Clean N Fresh and require disposable box/pouch system of liquid soap containing 27 fluid ounces.

(b) The soap dispensers for the Visitor Center and Parking Structure restrooms are liquid refillable pump-type containers with a 34-ounce capacity.

(4) Small waste receptacle, polyethylene bags for refuse, minimum width 24 inches, minimum length 24 inches, thickness 14 microns. These shall be used for both small trash containers and the feminine hygiene trash receptacles.

(5) Large waste receptacle, polyethylene bags for refuse, minimum width 43 inches, minimum length 48 inches, thickness 14 microns.

(6) Disposable paper seat covers. The covers shall be an unsized tissue and shall contain no wet-strength additives. Toilet seat covers shall be half-folded 14.5-inch width and a fold depth of 9.5 inches.

(7) Feminine hygiene products. The Contractor shall provide dispensers and supplies for all restrooms in the Parking Structure, Exhibit Building, Visitor Center and Top of Dam. The Contractor will be responsible for keeping the dispensers stocked and operational at all times. If the Contractor determines that coin-operated dispensers need to be used, the coin collection will be their responsibility and the coins will be their property. The actual retail charge must be approved by the Government prior to implementation. The charges are not expected to produce profits, only reimbursement for actual costs for providing this service to the public.

7.0 GENERAL WORK QUALITY STANDARDS

7.1 General

The COR and alternate COR will be designated in writing at the time of contract award. The COR will inspect work quality and bring any deficiencies to the Contractor's attention. The Contractor shall remedy such deficiencies within 24 hours for daily tasks, 2 days for weekly tasks, 4 days for all other tasks.

The Contractor shall accomplish the specific janitorial tasks for all the areas listed in TE 2, Minimum Requirements, in accordance with the specific tasks and frequencies, as described below. The Contractor shall designate a person to coordinate with the COR regarding all aspects of these tasks. The Contractor shall provide all management, planning, supervision, administration, equipment, supplies and personnel necessary to ensure the tasks outlined below are performed in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance. The Contractor shall have both a female and male attendant present during tour hours to improve service and convenience to the public.

7.2 Restrooms

Upon completion of cleaning restrooms, trash shall have been removed; all surfaces of restrooms shall be disinfected and there shall be no streaks, stains, urine, excess stagnant liquids, unpleasant odors, marks, detergent residue, dirt accumulations, mold, fungus, mineral deposits, gum, or soiling on any surface, including but not limited to: toilets, urinals, partitions, sinks, mirrors, windows and walls.

7.3 Floors and Thresholds

Floor surfaces and baseboards shall be maintained clean and free of marks, dirt, gum, and other foreign matter. All resilient and hard floor areas shall be spray-buffed and/or stripped, sealed and refinished and have a uniform high luster without unsightly finish buildup on floor, baseboard or walls. Hard floor surfaces and grout shall be kept free of dirt build-up and shall be machine scrubbed and disinfected, when applicable, to maintain cleanliness. Stone floors must be maintained to industry and manufacturer standards.

7.4 Carpets

7.4.1 General cleaning. After being vacuumed, the carpet shall be free of visible litter, soil, dust, and unpleasant odors. After shampooing or dry-cleaning carpet, the carpet shall be uniform in appearance and free of streaks, stains, spots, gum, discoloration and chemical or detergent residue. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs and similar items. The carpet shall be dry and ready for use by start of tour hours.

7.4.2 Spot cleaning. All spillage, gum, dirt accumulation or crusted material shall be removed along with spots and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned spots shall blend with adjacent areas of carpet.

7.5 Stairways

Surfaces (horizontal and vertical) shall be swept, mopped or scrubbed and shall be free of dirt, dust, grime, cobwebs, debris and other foreign substances and shall present an overall appearance of cleanliness.

7.6 Aluminum, Brass/Bronze and Stainless Steel

Surfaces shall be free of dirt, dust, grime, gum, debris and other foreign substances and shall have a polished lustrous appearance without any dry brass polish residue visible.

7.7 Mopping

7.7.1 Dust mop. After dust mopping, floor surface shall be free of dust, dirt, streaks and stains. Dust (dry) mops shall be treated to prevent scattering of dust and build-up of static electricity. Products used to treat mops shall be nonflammable and nontoxic and shall not leave a slippery surface.

7.7.2 Wet/damp mop. All accessible areas shall be mopped. Chairs, trash receptacles, and easily moved items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue or any evidence of soil, stains, film, debris on furniture, walls, baseboards or mop strands remaining in the area.

7.8 Dusting

7.8.1 Surface level. There shall be no obvious signs of dust on any surface on all levels up to and including 6 feet in height. All horizontal, vertical and under surface areas shall be free of dust, smudges or spots. When dusting horizontal surfaces, particularly desk tops, items may be moved to dust under, but in no case shall papers be moved.

7.8.2 High dusting. Surfaces shall be free of obvious signs of dust and cobwebs.

7.9 Walls, Doors, Partitions, Dividers, etc.

After cleaning, wall surfaces shall be uniform in appearance and free of grime, gum, marks, streaks, dirt and dust. These shall have been removed without obvious discoloration to the wall finish. In restrooms all signs of water stains, film or smudges shall be removed from all surfaces using a cleaner disinfectant deodorizer to insure sanitary conditions. The rolling door at the escalator plaza/reception entrance shall **NOT** be hosed down. After annual sealing, dam elevator tower walls shall be free of marks and smears after the sealing is accomplished.

7.10 Wood

Wood surfaces shall be free of dirt, dust streaks, spots and film.

7.11 Fixtures and Bright Metal Surfaces

Fixtures shall be clean and bright, free of streaks, and dried. There shall be no obvious dust, gum, trash, dirt, stains or encrustation. Drinking fountains shall be disinfected and kept free of debris, and nozzles free from encrustation. Metal surfaces shall have a polished lustrous appearance. There shall be no polish residue on walls or floors around fixtures.

7.12 Servicing and Policing

Throughout the day the entire facility shall be maintained free of discarded materials, gum, and trash and present an overall appearance of cleanliness. The Contractor shall keep the restrooms supplied at a rate which will ensure continual availability of all items until the next scheduled service.

7.13 Dispensers

All supply dispensers shall be stocked and maintained to meet the needs of Government personnel and tourists. All dispensers and vanity shelves shall be clean and dry.

7.14 Glass, Mirrors, Windows and Ledges

All glass, mirrors, windows and ledges shall be clean and free of dust, smudges, soil substances or spots. Window blinds, tapes, cords and valances shall be free of dust. If any water has been spilled on the floors during cleaning, the water shall be cleaned up.

7.15 Exhibits (including, but not limited to, pictures, boat, television sets, monitors)

All shall be clean and free of dust, smudges, soil substances or spots.

7.16 Elevators/Escalators

All cars, tracks, landings, and treads shall be free of dust, dirt and any other foreign matter. All bright metal surfaces shall be polished to a uniform appearance.

7.17 Trash Removal

All interior and exterior trash containers shall be emptied into designated dumpsters in such a way to prevent littering adjacent areas. Trash containers shall be returned to their initial location. Boxes, cans, and papers placed near trash receptacles and marked "TRASH" shall be removed. Empty boxes shall be broken down before disposing in trash dumpsters. Upon completion of trash removal, all trash containers and the areas adjacent to trash containers shall be left clean, free of foreign substances and odors; and a clean, new trash can liner shall be placed in the container. Except for office areas, all trash containers shall be double-lined.

7.18 Exterior Areas

Police, sweep and wash exterior areas as necessary to maintain a clean litter-free and liquid-free environment. There shall be no discarded materials present. Sidewalks and alcoves on top of dam and pedestrian walks in the parking structure shall be clean and free of urine and soda stains.

7.19 Light fixture covers

The light fixture covers shall be washed and free of cobwebs, insects, dirt, dust, foreign objects and smears.

7.20 Entrance Mats

After vacuuming carpet-type entrance mats, the mats shall be free of soil and grit and the carpet pile restored to resilience. After cleaning rubber or polyester-type entrance mats, the

mats shall be free of soil and grit. The Contractor may sweep, vacuum or hose down outside rubber- or polyester-type entrance mats to remove soil and grit.

7.21 Gum

Gum shall be removed immediately upon detection from any and all areas and surfaces, leaving no gum mark or residue. All gum removal shall be performed in a manner that will prevent harm to any surface by scratching or staining.

7.22 Machine Scrub

After machine scrubbing, the floor surface shall have a uniform appearance and shall be free of streaks, detergent residue, grease, oils, hydraulic fluids, tar balls, gum, dirt and standing water. Hard-to-reach areas shall be scrubbed with hand brush to achieve a uniform appearance. After machine scrubbing, the Contractor shall remove all splash marks or mop streaks on furniture, walls and baseboards.

7.23 Strip and Seal Floors

After the stripping and sealing has been completed, the floor and coving surfaces shall be free of bubbles and uniform in appearance, and all adjacent wall surfaces and fixture items shall be free of stripping and sealing solutions.

7.24 Sweeping

After sweeping, all floor surfaces, including corners and abutments, shall be free of litter, dust and foreign debris. Chairs, trash receptacles and easily moved items shall be tilted or moved to sweep underneath. The moved items shall be replaced in their original locations

7.25 Graffiti Removal

Graffiti shall be removed immediately upon detection from any and all areas and surfaces. All graffiti removal shall be performed in a manner that will prevent harm to any surface by scratching or staining.

7.26 Auto Scrubbing of Parking Structure

All oil, gas, coolants, and liquid spills will be removed without allowing any contaminants or soap entering the drains. The hazardous waste containment shall be disposed of at an off-site licensed hazardous waste disposal site. The Contractor can choose to have a holding tank located on the bus level to be emptied on a regular basis. Any holding tank which will transmit point loads or wheel loads of greater than 2,000 pounds to the parking structure deck will require Government review and approval of equipment catalog data sheets prior to use.

8.0 SUBMITTAL REQUIREMENTS

Various reports shall be required as an inherent part of managing this contract. Specific reports are referenced in TE 1, Contractor Submittals. The Contractor shall submit required reports and data to the CO and/or COR at the times indicated.

Each item in TE 1 has been assigned a Required Submittal Number (RSN). Each submittal by the Contractor shall include all materials required for one RSN under cover of a transmittal letter. Or, at the Contractor's option, all materials required for more than one RSN may be submitted under cover of the same transmittal letter provided they are required by the same responsible code. The Contractor's transmittal letter shall also include:

- (1) Reference to the Bureau of Reclamation contract number.
- (2) Complete list of RSN(s) for which material is being submitted.
- (3) Identification of responsible code for each RSN as listed in TE 1, Contractor Submittals.
- (4) List of materials being submitted under each RSN.
- (5) Identification of the submittal as an original submittal for the RSN(s) or a resubmittal.

8.1 Review of Submittals Furnished for Approval

The time required for review of submittals furnished for approval as specified herein will not begin until the Government receives complete sets of all the submittal materials required for that particular RSN. The number of calendar days required for review of drawings or data submitted or resubmitted for approval will include the date the drawings or data are received by the Government, and will extend through the date of return mailing to the Contractor.

Except as otherwise provided in the PWS for specific submittals, the Government will require 14 calendar days for review of each submittal or resubmittal furnished by the Contractor for approval, and this review time will apply to each separate submittal or resubmittal whether the submittals are approved, not approved, or returned for revision.

Unless otherwise specified, one set of the submittals required for approval will be returned to the Contractor either approved, not approved, or conditionally approved, and will be marked to indicate changes, if required. Submittals that are not approved or that require changes or revisions shall be revised and resubmitted for approval, and shall show changes and revisions with revision date. All requirements specified for the initial submittal shall apply to any resubmittals required. Unless otherwise specified, all submittals which are to be resubmitted shall be resubmitted by the Contractor within 14 calendar days after the Contractor has received the Government's comments.

8.2 Addresses

The Contractor shall send the submittals to the applicable addresses listed below as required by TE 1. The Contractor shall also send a copy of the transmittal letter to the address below that is not sent the submittal.

Submittals shall be sent as required by TE 1 to:

- (1) Bureau of Reclamation
Lower Colorado Regional Office
Contracting Officer, Attn: LC-3130
P.O. Box 61470
Boulder City, Nevada 89006-1470
- (2) Bureau of Reclamation
Lower Colorado Regional Office
Regional Engineer, Attn: LC-6000
P.O. Box 61470
Boulder City, Nevada 89006-1470

8.3 Cleaning Schedule

The Contractor shall provide a monthly detailed cleaning schedule by day and time (plus or minus one hour) for all services that are to be accomplished in all areas covered by this contract. The initial schedule shall be submitted to the COR at the time of the Postaward Conference. The schedule shall be based on the tasks and frequencies specified in TE 2, and shall be prepared and submitted in accordance with TE 1. When an area receives multiple cleanings during a 24-hour period, each cleaning shall be reflected on the schedule. The subsequent monthly schedules shall be submitted to the COR no later than the fifteenth day of each month for the forthcoming month. All schedules shall be approved by the COR before implementation can be initiated.

8.4 Material Safety Data Sheets

The Contractor shall submit to the COR 10 days prior to onsite delivery and use copies of the Material Safety Data Sheets (MSDS) from the suppliers for every chemical that is to be used on the project. The Contractor shall maintain in each separate area (Parking Structure, Visitor Center, Exhibit Building, Administrative Offices) a copy of all MSDS for use by the Contractor's employees. Approval by the COR shall be obtained prior to the use of any cleaning solution, sealer, disinfectant, and similar solutions. Biodegradable solvents shall be used whenever possible.

8.5 Monthly Accident Statistical Report

The Contractor shall submit Reclamation Form No. 7-2218, Contractor Monthly Summary of Occupational Injuries/Illnesses Experience (TE 5), on the first day of each month. Form No. 7-2218 shall be used by the Contractor to report the number of hours employees are on the jobsite.

8.6 List of Proposed Contractor Employees

For security purposes, the Contractor shall submit a list of names, birth dates, and social security numbers of all employees it intends to employ under this contract (see paragraph 1.8).

9.0 WORK PERFORMANCE ANALYSIS

The Government will monitor the Contractor's Quality Control Program in accordance with the standards referenced and listed in TE 4, Performance Requirements Summary, or other remedies as allowed by the Inspection/Acceptance or Termination for cause clause paragraphs of the contract. The Government may use a variety of surveillance methods to evaluate the Contractor's performance. The Government will evaluate the Contractor's performance under this contract using the methods of oversight specified in TE 4. All oversight observations will be recorded by the Government. When an observation indicates defective performance, the COR will request the Contractor's Representative to initial the observation and provide a plan for correction by the Contractor.

9.1 Government Quality Assurance Surveillance

Each phase of the work rendered under the contract is subject to Government inspection during any or all times of the Contractor's work and after completion of the tasks. The Government's QA program is not a substitute for the Contractor's quality control.

9.2 Government Inspection

At the COR's discretion, the CR shall accompany the Government inspector 4 days a week during the first month of the contract at a time to be agreed upon by both the inspector and the CR to ensure the Contractor is performing in accordance with contract requirements. After the first month, the CR shall accompany the Government inspector a minimum of once a week for the inspection. If the required tasks have not been performed, a Contract Discrepancy Report (CDR) may be issued (see TE 5).

9.3 Performance Evaluation Meetings

Meetings will be held as often as deemed necessary by the COR and anytime a CDR is issued. The written minutes of these meetings shall be signed by the CR and the inspector. Should the Contractor not concur with the minutes, the Contractor shall state any areas of nonconcurrence in writing to the COR within 3 calendar days of receipt of the signed minutes.

9.4 Cleaning Noncompliance

Noncompliance in cleaning may be cause for a reduction in the contract price. If the scheduled periodic surveillance inspections indicate cleaning tasks have not been performed satisfactorily, a deduction from the monthly payment will be made in an amount not greater than the percentage shown in TE 4, Performance Requirements Summary, for the nonconforming service. The Contractor may avoid any applicable deductions for the noncompliance of a daily task if remedied within 24 hours, or of a weekly task if remedied within 2 days. Deductions for noncompliance of monthly, quarterly, semi-annual or annual tasks can be avoided if remedied within 4 calendar days. Such deductions will in no way affect the Government's rights under the clause paragraph "Termination for cause" of this contract. The COR shall be notified of the re-performance of any nonconforming tasks so that another inspection may be performed.

List of Contract Documents

Technical Exhibits (TE)		
TE No.	Title	No. of pages
1	Contractor Submittals	1
2	Minimum Requirements - Visitor Center, Parking Structure, Top of Dam and Tour Route	17
3	Minimum Requirements for Optional Line Item - Administrative Offices 5th through 8th Floors	9
4	Performance Requirements Summary	6
5	Examples of Contract Forms	4
6	Historical Data of Paid Tourists	1
7	Area Estimates	10
8	Quality Assurance Surveillance Plan and Contractor Payment Examples	11
9	Service Contract Act Wage Determination	8
10	Drawings (see following List of Drawings)	11

List of Drawings	
Drawing No.	Drawing Title
Information Drawings	
45-D-17218	Visitor Center and Parking Structure - Mechanical Finish Plan
45-D-17219	Visitor Center and Parking Structure - Reception Finish Plan
45-D-17220	Visitor Center and Parking Structure - Theater Finish Plan
45-D-17221	Visitor Center and Parking Structure - Catwalk & Mechanical/Storage Finish Plan

List of Drawings	
Drawing No.	Drawing Title
45-D-17222	Visitor Center and Parking Structure - Exhibit Finish Plan
45-D-17223	Visitor Center and Parking Structure - Office Finish Plan
45-D-17224	Visitor Center and Parking Structure - Overlook Finish Plan
Design Drawings	
45-301-6804T	Elev. 705 - 5 th Floor Plan - Room Numbering
45-301-6805T	Elev. 717.67 - 6 th Floor Plan - Room Numbering
45-301-6806T	Elev. 730.33 - 7 th Floor Plan - Room Numbering
45-301-6807T	Elev. 743 - 8 th Floor Plan - Room Numbering

Drawings

(Not available online - Please contact our office at (702) 293-8779 to request a set of drawings be mailed to you.)

PART 4 - SOLICITATION PROVISIONS
(This Part will be removed from the contract document)

1. Addendum to 52.212-1, Instructions to Offerors--Commercial Items
(Incorporated by reference in block 27a of the SF-1449)

1.1 Submission of offers

In addition to the items listed in paragraph (b) of 52.212-1, the following proposal instructions apply:

(a) Arrangement of Proposal. The proposal shall consist of two physically separated volumes. The required number of sets for each volume are shown below:

Volume	Title	No. of Sets Required
I	Technical Proposal	4 (Original + 3 copies)
II	Pricing Proposal and Other Information	2 (Original + 1 copy)

(b) VOLUME ONE, Technical Proposal, shall contain:

(1) Offeror's Technical and Managerial Approach to the Work.

Provide a discussion of the proposed overall technical approach to perform the work required by this solicitation, including but not limited to:

(a) Provide a task management plan which addresses the proposed methods, techniques, and schedule for performing the required cleaning tasks.

(b) Provide a quality control plan which explains how the offeror will meet and maintain the cleaning standards required by the PWS.

(c) Describe the estimated number of employees (full- and part-time) who will be performing the tasks.

(d) Discuss the equipment to be used for the required tasks, and whether it is owned, leased, or rented.

(e) Provide a security plan which describes personnel practices that will be implemented to guarantee the physical security of the facility.

(2) Offeror's Background and Experience with Similar Projects.

- (a) Provide resumés of key personnel with information summarizing their experience with jobs of similar scope and size.
- (b) Identify proposed work crews and amounts of crew experience as they relate to performing janitorial tasks of varying degrees of difficulty at various scheduled intervals.
- (c) Provide a summary of the offeror's janitorial training program which describes the cleaning methods taught and the training period duration.
- (d) Provide any other available information which indicates that the offeror has the background and/or experience necessary to perform the work required by the solicitation.

(3) Past Performance.

- (a) Provide a list of relevant references from the past 3 years for performance of projects similar in size and scope to this requirement. Your listing must include: Customer's name, address and name/phone number of contact; dollar amount of contract; contract number; dates of performance; and a brief description of the project.

NOTE: In addition to the past performance information submitted with your proposal, Reclamation may gather additional information from other sources, both inside and outside of the Government.

(c) VOLUME TWO, Pricing Proposal and Other Information, shall contain:

- (1) A fully executed copy of Standard Form 1449 "Solicitation/Contract/Order for Commercial Items";
- (2) A fully completed set of the "Continuation of Blocks from SF-1449" (Schedule) pages, with prices entered for all Schedule Items.
- (3) A fully completed Performance Requirements Summary (PRS), located at Technical Exhibit 4.

NOTE: Offerors should complete the PRS by including a percentage for each service for each line item in column 5 of the PRS entitled "Maximum Payment Percent for Meeting the PR." The percentage amount should be rounded to the nearest whole number. The percentage included should represent how much of the line item is comprised of the cost of performing that specific required service. For instance, if the Daily Cleaning service (RS-1) comprises 80% of the overall line item cost for the Visitor Center, then the offeror would insert "80%" on the blank line for "_____ % of the Visitor Center Line Item." The cumulative percentage **for each line item** (not each service) should total 100%.

(4) A fully executed and completed copy of the provision entitled "52.212-3 Offeror Representations and Certifications--Commercial Items," located at paragraph 3. of this Part.

NOTE: To permit objective evaluation of the technical proposal, no cost or price information shall be included in the technical proposal.

1.2 Period for Acceptance of Offers

Paragraph (c) of 52.212-1 is revised as follows: The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.

1.3 Multiple Awards

Paragraph (h) of 52.212-1 is not applicable to this acquisition. Multiple awards will not be made on this acquisition. Offerors should complete the Schedule of Services in its entirety. Offerors not providing prices for all items will be considered unacceptable and shall not be considered for award.

1.4 Availability of requirements documents cited in the solicitation

Paragraph (i)(3) of 52.212-1: The following nongovernment (voluntary) standards are referenced in the Performance Work Statement, and may be obtained from the address listed below.

ACRONYM	TITLE	ADDRESS	PHONE NOS.
ASTM	American Society for Testing and Materials	100 Barr Harbor Drive West Conshohocken PA 19428-2959 www.astm.org	(610) 832-9585 Fax: (610) 832-9555

2. 52.212-2 Evaluation--Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors and evaluation weights shall be used to evaluate offers:

1. Total Price (35%)
2. Offeror's technical approach to the work required by this solicitation (30%)
3. Offeror's background and experience with similar projects (25%)
4. Past performance on similar projects from the past 3 years (10%)

Technical, experience and past performance, when combined, are significantly more important than price.

If an offeror has no record of relevant past performance, or for whom information on past performance is not available, the offeror will receive a neutral rating of 50% of the weight for the past performance factor. For the purposes of this solicitation, "similar projects" are considered to be janitorial services at large facilities (such as, but not limited to, casinos, office

buildings, sports facilities, etc.) which require a variety of light to heavy cleaning tasks be performed at various intervals.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**3. 52.212-3 Offeror Representations and Certifications--Commercial Items (Jan 2001)
Alternate III (Oct 2000)**

[NOTE to Offerors: Paragraphs (c)(7) through (c)(9) and (f) through (g) of this provision do not apply to this solicitation. To signify this, the inapplicable paragraphs are in small print and do not need to be completed.]

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). *(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)*

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

9 TIN: _____

9 TIN has been applied for.

9 TIN is not required because:

9 Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- ☐ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
☐ Name and TIN of common parent:
 Name _____
 TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [*Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it **9** is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [*Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.*]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it **9** is, **9** is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees		Average Annual Gross Revenues	
	50 or fewer		\$1 million or less
	51-100		\$1,000,001-\$2 million
	101-250		\$2,000,001-\$3.5 million
	251-500		\$3,500,001-\$5 million
	501-750		\$5,000,001-\$10 million
	751-1,000		\$10,000,001-\$17 million
	Over 1,000		Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It **9** is, **9** is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It **9** has, **9** has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **9** Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that--

(i) It **9** is, **9** is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It **9** is, **9** is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It **9** has, **9** has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It **9** has, **9** has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It **9** has developed and has on file, **9** has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It **9** has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (*Applies only if the contract is expected to exceed \$100,000.*) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. *(Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)*

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.	Country of Origin
(List as necessary)	

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. *(Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)*

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
(List as necessary)	

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
(List as necessary)	

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.:	Country of Origin:
(List as necessary)	

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
(List as necessary)	

(4) Trade Agreements Certificate. *(Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)*

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:	Country of Origin:
(List as necessary)	

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). *(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)* The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals **9** are, **9** are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) **9** Have, **9** have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) **9** Are, **9** are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses; and

(4) (i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), **9** has, **9** has not within the past 3 years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer.

4. 1452.215-71 Use and Disclosure of Proposal Information--Department of the Interior (Apr 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the Government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

5. 52.233-2 Service of Protest (Aug 1996) Department of the Interior (Jul 1996) (Deviation)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer (Attn: LC-3130), Bureau of Reclamation, P.O. Box 61470, Boulder City NV 89006-1470.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor for Procurement and Patents, 1849 C Street, NW, Room 6511, Washington, D.C. 20240.

6. 52.252-5 Authorized Deviations in Provisions (Apr 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(Deviation)" after the date of the provision.

(b) The use in this solicitation of any Department of Interior Acquisition Regulation (48 CFR Chapter 14) provision with an authorized deviation is indicated by the addition of "(Deviation)" after the name of the regulation.

7. 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far>: Federal Acquisition Regulations (i.e., 52.2XX-X)
<http://www.usbr.gov/aamsden/1452T.html>: Reclamation Acquisition Regulations
 (i.e., 1452.2XX-8X)

1452.211-80	Notice of Intent to Acquire Metric Products and Services (Mar 1993)
52.223-4	Recovered Material Certification (Oct 1997)
1452.233-80	Agency Procurement Protests (Sep 1997)
52.237-1	Site Visit (Apr 1984)